



City of Wilmington
1165 South Water Street
Wilmington, IL 60481

Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
February 4, 2020
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call by City Clerk

John Persic, Jr.	Kevin Kirwin
Floyd Combes	Dennis Vice
Lisa Butler	Ben Dietz
Frank Studer	Jake Tenn

IV. Approval of the January 21, 2020 Regular City Council Meeting Minutes

V. Public Hearing

1. Public Hearing Regarding the Proposed Second Amendment to the Amended and Restated Annexation Agreement by and Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association and the City of Wilmington, Illinois (Ridge Port Logistics Center), as Amended by the First Amendment Thereto
2. Public Hearing Regarding the Proposed First Amendment to the Annexation Agreement dated February 16, 2010, by and between the City, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP
3. Public Hearing Regarding the Proposed First Amendment to the Annexation Agreement dated February 16, 2010, by and between the City and Tameling Management and Investments Series, LLC

VI. Mayor's Report

VII. Public Comment

(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)

VIII. Planning & Zoning Commission

Amendment #1
Posting Date:
1/31/2020 2:13 PM vv

1. The next regular scheduled meeting is Thursday, February 6, 2020 at 5:00 p.m.

IX. Committee Reports

A. Police & ESDA Committee

Co-Chairs – Frank Studer & Lisa Butler

1. The next scheduled meeting is Tuesday, February 11, 2020 at 5:30 p.m.

B. Ordinance & License Committee

Co-Chairs – Floyd Combes & Jake Tenn

1. The next scheduled meeting is Tuesday, February 11, 2020 at 6:00 p.m.

Buildings, Grounds, Parks, Health & Safety Committee

Co-Chairs – John Persic, Jr. & Floyd Combes

2. The next scheduled meeting is Wednesday, February 12, 2020 at 5:30 p.m.

C. Water, Sewer, Streets & Alleys Committee

Co-Chairs – Frank Studer & Kevin Kirwin

1. The next scheduled meeting is Wednesday, February 12, 2020 at 6:00 p.m.

D. Finance, Administration & Land Acquisition Committee

Co-Chairs – Frank Studer & Ben Dietz

1. Approve the Accounting Reports as Prepared by the Accountant
2. Approve Ordinance 20-02-04-01 - An Ordinance Authorizing the Execution of a Second Amendment to the Amended and Restated Annexation Agreement by and Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association and the City of Wilmington, Illinois (Ridge Port Logistics Center)
3. Approve Ordinance 20-02-04-02 - An Ordinance Authorizing the Execution of a First Amendment to the Annexation Agreement dated February 16, 2010, by and between the City, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP
4. Approve Ordinance 20-02-04-03 - An Ordinance Authorizing the Execution of a First Amendment to the Annexation Agreement Dated February 16, 2010 by and between the City of Wilmington, Illinois and Tameling Management and Investments Series, LLC
5. Approve Ordinance 20-02-04-04 Approving and Authorizing Execution of an Intergovernmental Agreement between the City of Wilmington and County of Will, Illinois for Electronics Recycling.

Amendment #1

Posting Date:

1/31/2020 2:13 PM vv

6. The next scheduled meeting is Tuesday, February 18, 2020 at 6:00 p.m.

E. Personnel & Collective Bargaining Committee
Co-Chairs – John Persic, Jr. & Dennis Vice

X. Attorney & Staff Reports

XI. Executive Session

1. Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington (5 ILCS 120/2(c)(1))
2. Collective negotiating matters between the City of Wilmington (public body) and its employees (5 ILCS 120/2(c)(2))

XII. Action Following Executive Session

XIII. Adjournment

The next City Council meeting is Tuesday, February 18, 2020 at 7:00 p.m.

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
January 21, 2020**

Call to Order

The Regular Meeting of the Wilmington City Council on January 21, 2020 was called to order at 7:00 p.m. by Mayor Roy Strong in the Council Chambers of the Wilmington City Hall.

Roll Call

Upon Roll Call by the Clerk the following members of the corporate authorities answered “Here” or “Present”:

Aldermen Present Persic, Kirwin, Combes, Vice, Dietz, Studer, Tenn, Butler

Quorum

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order.

Other Officials in Attendance

Also, in attendance were the City Administrator/Deputy City Clerk Joie Ziller, Chief of Police Phil Arnold and City Attorney Brian Wellner

Approval of Minutes

Alderman Studer made a motion and Alderman Dietz seconded to approve the January 20, 2020 Regular City Council meeting minutes and have them placed on file

Upon roll call, the vote was:

AYES: 8 Persic, Dietz, Combes, Vice, Kirwin, Butler, Tenn, Studer

NAYS: 0

The motion carried.

Mayor’s Report

None

Public Comment

No public comments made.

Planning & Zoning Commission

The next meeting is scheduled for Thursday, February 6, 2020 at 5:00 p.m.

Committee Reports

Police & ESDA Committee

The next scheduled meeting is Tuesday, February 11, 2020 at 5:30 p.m.

Ordinance & License Committee

The next scheduled meeting is Tuesday, February 11, 2020 at 6:00 p.m.

Buildings, Grounds, Parks, Health & Safety Committee

Alderman Combes made a motion and Alderman Butler seconded to approve and award the bid submitted by H.L. & Associates, Inc., the lowest responsible bidder, for Lawn Care Services. This is a two-year contract starting with the mowing season in 2020.

Upon roll call, the vote was:

AYES: 7 Combes, Vice, Kirwin, Butler, Tenn, Studer, Persic

PASS: 1 Dietz

NAYS: 0

The motion carried.

The next scheduled meeting is Wednesday, February 12, 2020 at 5:30 p.m.

Water, Sewer, Streets and Alleys Committee

The next scheduled meeting is Wednesday, January 15, 2020 at 6:00 p.m.

Finance, Administration & Land Acquisition Committee

Alderman Studer made a motion and Alderman Dietz seconded to approve the accounts payable report in the amount of \$304,913.76 as prepared by the City Accountant

Upon roll call, the vote was:

AYES: 8 Dietz, Combes, Vice, Kirwin, Butler, Tenn, Studer, Persic

NAYS: 0

The motion carried.

Alderman Dietz made a motion and Alderman Studer seconded to approve the Proposal for Professional Services Submitted by Willett Hofmann & Associates, Inc. and designate the firm as the Local Agency Program Manager for all Wilmington owned bridges

Upon roll call, the vote was:

AYES: 8 Dietz, Combes, Vice, Kirwin, Butler, Tenn, Studer, Persic

NAYS: 0

The motion carried.

The next scheduled meeting is Tuesday, February 18, 2020 at 6:00 p.m.

Personnel & Collective Bargaining Committee

Nothing at this time.

Attorney & Staff Reports

Nothing at this time.

Executive Session

Alderman Persic made a motion and Alderman Vice seconded to go into Execution Session at 7:22 p.m. to discuss the Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington (5 ILCS 120/2(c)(1)) and Collective negotiating matters between the City of Wilmington (public body) and its employees (5 ILCS 120/2(c)(2))

Upon roll call, the vote was:

AYES: 8 Dietz, Combes, Vice, Kirwin, Persic, Butler, Tenn, Studer

NAYS: 0

The motion carried.

Alderman Persic made a motion and Alderman Tenn seconded to close Executive Session at 7:35 p.m.

Upon roll call, the vote was:

AYES: 8 Dietz, Combes, Vice, Kirwin, Persic, Butler, Tenn, Studer

NAYS: 0

The motion carried.

Action Taken Following Executive Session

Alderman Vice made a motion and Alderman Combes seconded to approve the hire of Veronica Villafranco as the City of Wilmington Executive Secretary, full-time at the hourly rate of \$16.00 with a start date of January 27, 2020

Upon roll call, the vote was:

AYES: 8 Dietz, Combes, Vice, Kirwin, Persic, Butler, Tenn, Studer

NAYS: 0

The motion carried.

Alderman Vice made a motion and Alderman Kirwin seconded to approve Hayley Henke as City Hall Fiscal Clerk Utility Billing as classified in the American Federal of State, County and Municipal Employees Collective Bargaining Agreement

Upon roll call, the vote was:

AYES: 8 Dietz, Combes, Vice, Kirwin, Persic, Butler, Tenn, Studer

NAYS: 0

The motion carried.

Adjournment

Motion to adjourn the meeting made by Alderman Butler and seconded by Alderman Persic. Upon voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on January 21, 2020 adjourned at 7:37 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Joie Ziller". The signature is written in black ink and is positioned above a horizontal line.

Joie Ziller, Deputy City Clerk

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS .} Ss.
County of Will,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the The Free Press Advocate

The Free Press Advocate is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, township of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

**City of Wilmington Public Hearing
to Amend Ridgeport
Annexation Agreement**

a true copy of which is attached, was published one times in The Free Press Advocate, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on January 15, 2020, and the last publication of the notice was made in the newspaper dated and published on January 15, 2020. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D Fisher**, its publisher, at Wilmington, Illinois, on January 15, 2020.

Free Press Newspapers

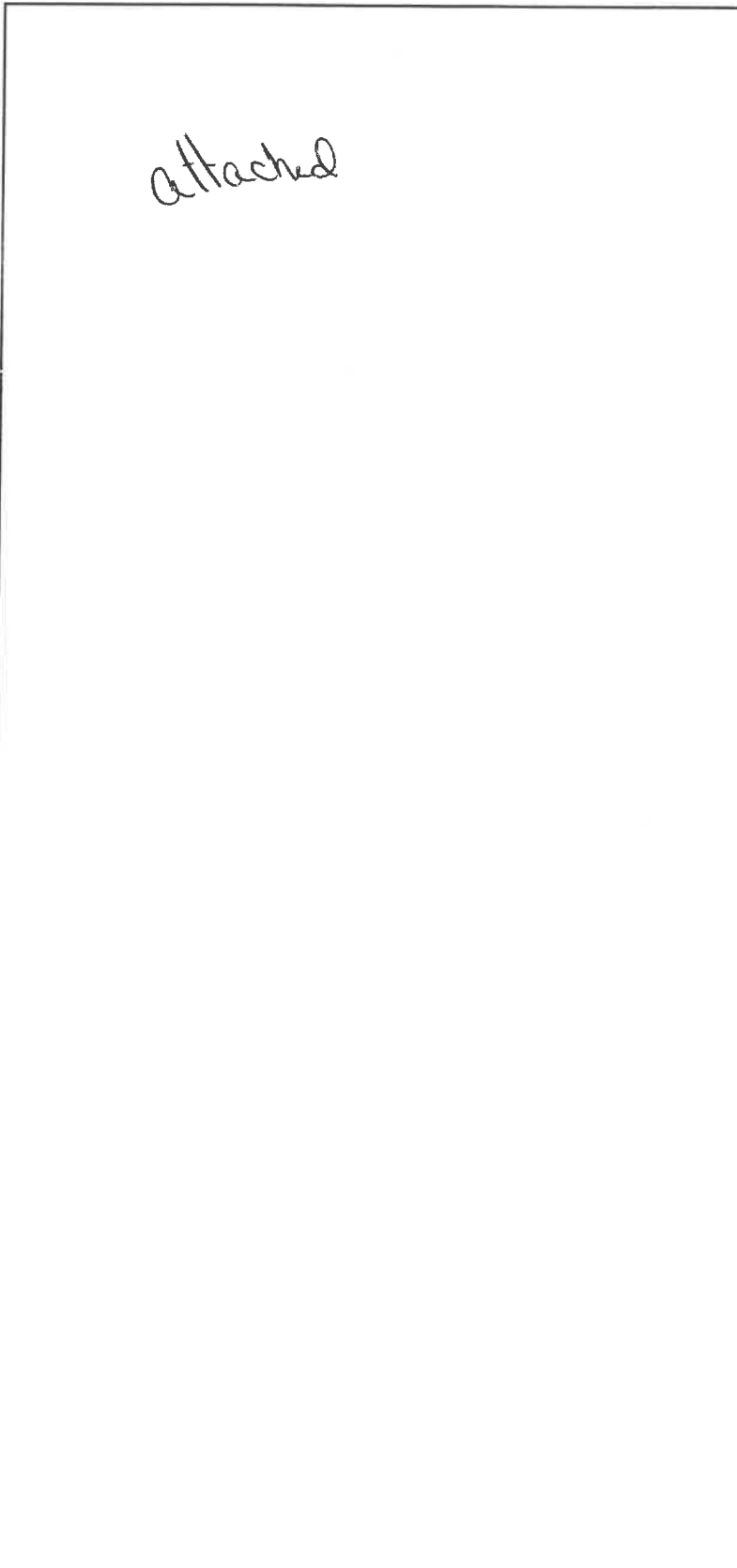
By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 929.60

Given under my hand on January 15, 2020

Janet M. Fisher

Janet M. Fisher, Notary Public



City of Wilmington to hold public hearing to amend Ridgeport Annexation agreement

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING CITY COUNCIL OF THE CITY OF WILMINGTON, IL

NOTICE IS HEREBY GIVEN THAT ON FEBRUARY 4, 2020 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1186 S. WATER STREET, WILMINGTON, ILLINOIS, PURSUANT TO ILCS 91-1.14.1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPL, LLC, RIDGEPORT ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPL, LLC, RIDGEPORT ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPL, LLC, RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION AND THE CITY OF WILMINGTON, ILLINOIS (RIDGEPORT LOGISTICS CENTER), AS AMENDED BY THE FIRST AMENDMENT THERETO ("PROPOSED AMENDED ANNEXATION AGREEMENT"), WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES IN THE VICINITY OF THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTICED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT IS AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17 (EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 146 AS DOCUMENT NO. 738897) LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF THE RAILROAD AS NOW LOCATED, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE WEST ALONG THE CENTER LINE OF STATE ROUTE NO. 31, FOR A DISTANCE OF 102.41 FEET; THENCE SOUTH 17 DEGREES 36 MINUTES WEST, FOR A DISTANCE OF 44.13 FEET TO THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31 AND THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING, CONTINUING THENCE SOUTH 37 DEGREES 36 MINUTES WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FOR A DISTANCE OF 102.41 FEET; THENCE SOUTH 90 DEGREES 15 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 66.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 88.18 FEET TO SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF MORE OR LESS, TO THE POINT OF BEGINNING); (ALSO EXCEPTING THEREFROM THE NORTH 40 RODS (80 FEET) OF THE EAST 40 RODS (80 FEET) OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO;

THE NORTH 68 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO;

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO;

THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 201 AS DOCUMENT NO. 741937; ALSO;

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO;

THE EAST HALF OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100762; THAT PART SITUATED WITHIN THE RIGHT-OF-WAY OF THE WEST FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 66 PURSUANT TO SAID DOCUMENT R2002-100762; THAT PART LYING NORTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LORENZO ROAD AS DEDICATED BY DOCUMENT NO. 740521; AND THAT PART THEREOF FALLING WITHIN THE RIGHT-OF-WAY OF INTERSTATE ROUTE 55, ALSO EXCEPTING THEREFROM THE WEST 100.00 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2889.67 FEET TO AN IRON PIN, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET; TO AN IRON PIN; THENCE WEST AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 208.71 FEET; TO AN IRON PIN; THENCE NORTH AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 16 (CENTERLINE OF LORENZO ROAD); THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING. ALSO;

THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE EAST 539.60 FEET OF THE WEST 648.00 FEET OF THE NORTH 828.86 FEET OF THE SOUTH 1630.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; ALSO EXCEPTING THEREFROM THE WEST 648.00 FEET OF THE SOUTH 801.32 FEET OF THE EAST HALF OF NORTHWEST QUARTER OF SAID SECTION 21;

PIN NO.: 03-17-16-300-005-0000
PIN: 03-17-20-200-020-0000 / 5.37 ACRES
THE SOUTH 192.35 FEET OF THE NORTH 1095.78 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS 30430 S KAVANAUGH RD
PIN: 03-17-20-001-000-1 / 10 ACRES

PARCEL 1 THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; LYING WEST OF THE WEST LINE OF THE EAST 884.96 FEET AND LYING EAST OF THE SOUTH LINE OF THE WEST 330 THEREOF; TOGETHER WITH

PARCEL 2 THAT PART OF THE SOUTH 38.38 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, LYING WEST OF THE WEST LINE OF THE EAST 834.66 FEET AND LYING EAST OF THE EAST LINE OF THE WEST 330.00 THEREOF; ALL IN WILL COUNTY, ILLINOIS, 24946 MURPHY RD
PIN: 03-17-20-201-004-0000 / 0.80 ACRES

LOT 1 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-001-0000 / 1 ACRES

LOT 10 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-002-0000 / 0.84 ACRES

LOT 9 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-003-0000 / 0.87 ACRES

LOT 8 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-004-0000 / 1 ACRES

LOT 7 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-005-0000 / 1 ACRES

LOTS 6 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-006-0000 / 1 ACRES

LOT 5 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-007-0000 / 1 ACRES

LOT 4 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-008-0000 / 1 ACRES

LOT 3 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-20-401-009-0000 / 1 ACRES

LOT 2 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37611 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.
PIN: 03-17-21-100-032-0000 / 2.5 ACRES

THE WEST HALF OF THE FOLLOWING PARCEL TAKEN AS A TRACT: THE WEST 335.06 FEET OF THE EAST 385.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS 24650 W. MURPHY RD
PIN: 03-17-21-100-006-0000 / 2.5 ACRES

THE EAST HALF OF THE FOLLOWING PARCEL TAKEN AS A TRACT: THE WEST 335.06 FEET OF THE EAST 385.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, 30528 RAGAIN LN
PIN: 03-17-21-100-006-0000 / 0.22 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 556 FEET EAST OF THE

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 1620.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 883.39 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 390.86 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 659.49 FEET TO A POINT WHICH FALLS ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 430.86 FEET TO THE POINT OF BEGINNING, CONTAINING 6.00 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. W. MURPHY RD
PIN: 03-17-21-100-027-0000 / 19 ACRES

THE SOUTH 748.74 FEET OF THE WEST 350 FEET OF THE WEST 412 FEET OF THE NORTHWEST 1/4 OF THE SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 30625 S KAVANAUGH RD
PIN: 03-17-21-100-022-0000 / 2.04 ACRES

THE EAST 250 FEET OF THE SOUTH 930 FEET OF THE WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE WEST 220 FEET OF THE EAST 250 FEET OF THE SOUTH 930 FEET OF SAID WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 30550 RAGAIN LN
PIN: 03-17-21-100-024-0000 / 2.38 ACRES

THE NORTH 192.6 FEET OF THE SOUTH 799.0 FEET OF THE EAST 535.6 FEET OF THE WEST 548.0 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH AND RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. 30961 S RAGAIN LN
PIN: 03-17-21-100-026-0000 / 62.96 ACRES

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, EXCEPT THE SOUTH 1244.57 FEET OF THE WEST 350 FEET; THEREOF, ALL IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY AND EXCEPT THE EAST 250 FEET OF THE SOUTH 930 FEET; AND ALSO EXCEPTING THEREFROM THE WEST 220 FEET OF THE EAST 250 FEET OF THE SOUTH 660 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER AS PROVIDED IN WILL COUNTY RECORDER DOCUMENT R71-9784; AND FURTHER EXCEPT THE WEST 335.06 FEET OF THE EAST 385.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER, PER DOCUMENT R73-16073. 24700 W. MURPHY RD
PIN: 03-17-21-100-020-0000 / 5 ACRES

THE EAST 535.6 FEET OF THE WEST 548 FEET OF THE SOUTH 606.6 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 623 FEET OF THE WEST 548 FEET OF THE SOUTH 188 FEET THEREOF, ALL MEASUREMENTS TAKEN ON LINES PARALLEL TO THE WEST AND SOUTH LINES OF SAID SECTION 21, IN WILL COUNTY, ILLINOIS. S RAGAIN LN
PIN: 03-17-21-100-024-0000 / 14.05 ACRES

THE SOUTH 332.61 FEET OF THE NORTH 588.61 FEET OF THE SOUTH 1785 FEET OF THE WEST 548 FEET, EXCEPT THE WEST 8.50 FEET THEREOF; ALSO, THE EAST 8.0 FEET OF THE WEST 18.90 FEET OF THE WEST 548 FEET OF THE SOUTH 244.80 FEET OF THE NORTH 783.50 FEET OF THE SOUTH 1785 FEET, ALL IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. 30441 RAGAIN LN
PIN: 03-17-21-100-028-0000 / 14 ACRES

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST QUARTER, 748.74 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE NORTHERLY ON SAID WEST LINE, 497.83 FEET TO AN IRON PIN; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 350 FEET TO AN IRON PIN; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER, 497.83 FEET TO AN IRON PIN; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 350 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 30615 S KAVANAUGH RD
PIN: 03-17-21-100-035-0000 / 2.58 ACRES

THE NORTH 793.5 FEET OF THE SOUTH 1785 FEET OF THE WEST 548 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21 IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING LAND DESCRIBED IN DOCUMENT R90-53890 AND LAND DESCRIBED IN DOCUMENT R91-01624) ALL IN WILL COUNTY, ILLINOIS. 30525 S RAGAIN LN
PIN: 03-17-21-100-023-0000 / 2.81 ACRES

THE SOUTH 1.785 FEET OF THE WEST 648 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 335.5 FEET OF THE WEST 548 FEET OF THE SOUTH 799 FEET THEREOF AND ALSO EXCEPTING THEREFROM THE NORTH 793.5 FEET THEREOF, IN WILL COUNTY, ILLINOIS. 30538 S RAGAIN LN
PIN: 03-17-21-200-002-0000 / 0.42 ACRES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21 IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION TWENTY-ONE AS THE POINT OF BEGINNING, THENCE EAST 128 FEET; THENCE NORTH 171 FEET TO THE SOUTH EDGE OF THE DRAINAGE DITCH; THENCE SOUTHWESTERLY ALONG THE SOUTH EDGE OF SAID DRAINAGE DITCH TO A POINT ON WEST LINE OF SAID NORTH EAST QUARTER OF SECTION TWENTY ONE THAT IS 124 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE SOUTH ALONG SAID WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING 24566 W. MURPHY RD
PIN: 03-17-21-100-011-0000 / 0.60 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS .} Ss.
County of Will

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the The Free Press Advocate

The Free Press Advocate is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, township of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

Wilmington Public Hearing on Proposed Change for Rink Properties Annexation

a true copy of which is attached, was published one times in The Free Press Advocate, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on January 15, 2020, and the last publication of the notice was made in the newspaper dated and published on January 15, 2020. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D Fisher**, its publisher, at Wilmington, Illinois, on January 15, 2020.

Free Press Newspapers

By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 123.20

Given under my hand on January 15, 2020

Janet M. Fisher

Janet M. Fisher,



Wilmington public hearing on proposed change for Rink properties annexation

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING
CITY COUNCIL OF THE CITY OF WILMINGTON, IL**

NOTICE IS HEREBY GIVEN THAT ON FEBRUARY 4, 2020 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1165 S. WATER STREET, WILMINGTON, ILLINOIS, PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK AND RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP FOR AN AMENDMENT TO THAT CERTAIN ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK AND RINK AGRICULTURAL AND INVESTMENTS, LP ("PROPOSED AMENDED ANNEXATION AGREEMENT"), WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION AND CONNECTION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES TO THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT AND WITH RESPECT TO AN EXTENSION OF TIME FOR A PROPERTY TAX ABATEMENT RELATIVE TO THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT IS AS FOLLOWS: PARCELS A & B

TRACT 1: THAT PRT OF THE SW1/4 OF SEC. 28, T33N-R9E, LYG S'LY OF THE CNTRLN OF FEDERAL AID RTE. 77, (SECTION 90-R COMMONLY KNOWN AS RTE. 66), (EX THAT PRT CONVEYED BY DOC 412009 TO GULF, MOBILE & OHIO RR), & ALSO (EX THE E'LY 502 FT OF THE S'LY 605 FT OF SD SW1/4) & (EX THE E'LY 142 FT OF THE N'LY 605 FT OF THE S'LY 1210 FT OF THE E1/2 OF THE SW1/4). REM AFTER DIV PER PET#2013-38 NDA:

TRACT 2: THAT PRT OF THE W1/2 OF THE SE1/4 OF SEC 28 T33N-R9E LYG S'LY OF THE S'LY ROW LN OF THE N BOUNDARY LN OF FAI 77 (RT 66 AS SHOWN ON PLAT DOC 783636) (EX THAT PRT DAF: BEG IN THE CNTR OF THE PUBLIC ROAD AT A PT IN THE S LN OF SD E1/2 OF THE W1/2 OF THE SE1/4 SEC 28 THAT IS 75 FT W OF THE E LN OF SD E1/2 OF THE W1/2 OF THE SE1/4, THC N 225 FT, THC W 150 FT, THC S 225 FT, THC E TO THE POB) & (EX THAT PRT OF THE W1/2 SE1/4 SEC 28 DAF: BEG AT THE SE1/4 OF SD W1/2 OF THE SE1/4, THC W ALG CNTRLN OF PUBLIC ROAD 75 FT, THC N 225 FT, THC E 75 FT OF THE SE1/4 TO THE POB) & (EX THE W'LY 578 FT OF THE S'LY 605 FT OF SD SW1/4) & ALSO (EX THE W'LY 218 FT OF THE N'LY 605 FT OF THE S'LY 1210 FT OF THE SE1/4). REM AFTER DIV PER PET#2013-38 NDA

PIN'S: 03-17-28-400-013-0000 AND 03-17-28-300-013-0000.
PARCEL C

TRACT 1 THE W'LY 578 FT (EXCEPT THE W'LY 218 FT THROF) OF THE S'LY 605 FT OF THE W1/2 OF THE SE1/4 OF SEC 28, T33N-R9E. REM AFTER DIV PER PET.#2008-177 NDA.

PIN: 03-17-28-400-014-0000
PARCEL D

TRACT 3: THE E'LY 142 FT OF THE S'LY 605 FT OF THE SW1/4 OF SEC 28, T33N-R9E; & THE W'LY 218 FT OF THE S'LY 605 FT OF THE W1/2 OF THE SE1/4 OF SEC 28, T33N-R9E. DIV/CONS PER PET#2013-38 NDAPIN: 03-17-28-400-015-0000

Published in the Free Press Advocate on Wednesday, Jan. 15, 2020

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.
County of Will,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the The Free Press Advocate

The Free Press Advocate is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, township of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

City to hold public hearing to amend Tameling Annexation agreement

a true copy of which is attached, was published one times in The Free Press Advocate, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on January 15, 2020, and the last publication of the notice was made in the newspaper dated and published on January 15, 2020. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D Fisher**, its publisher, at Wilmington, Illinois, on January 15, 2020.

Free Press Newspapers

By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 59.40

Given under my hand on January 15, 2020

Janet M. Fisher

Janet M. Fisher, Notary Public



City to hold public hearing to amend Tameling Annexation agreement

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING
CITY COUNCIL OF THE CITY OF WILMINGTON, IL**

NOTICE IS HEREBY GIVEN THAT ON FEBRUARY 4, 2020 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1165 S. WATER STREET, WILMINGTON, ILLINOIS, PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC FOR AN AMENDMENT TO THAT CERTAIN ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC ("PROPOSED AMENDED ANNEXATION AGREEMENT"), WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION AND CONNECTION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES TO THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT IS AS FOLLOWS:

THE NORTHEAST QUARTER OF SECTION 33, IN TOWNSHIP 33 NORTH, AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

PIN 03-17-33-200-001-0000 AND PIN 03-17-33-200-002-0000

Published in the Free Press Advocate on Wednesday, Jan. 15, 2020

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
A SECOND AMENDMENT TO THE AMENDED AND
RESTATED ANNEXATION AGREEMENT BY AND AMONG
ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC,
RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION
AND THE CITY OF WILMINGTON, ILLINOIS
(RIDGE PORT LOGISTICS CENTER)**

WHEREAS, the provisions of 65 ILCS 5/11-15.1-1 *et seq.* grant municipalities the right to enter into annexation agreements with the owners of property in unincorporated territory, and to thereafter amend said annexation agreements during the term thereof; and

WHEREAS, it is in the best interests of the City of Wilmington, Will County, Illinois (the “City”), that a second amendment to the “Amended And Restated Annexation Agreement by and Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association and the City of Wilmington, Illinois (Ridge Port Logistics Center),” as amended by the first amendment thereto (the “Second Amendment to the Amended and Restated Annexation Agreement”) be entered into by the City; and

WHEREAS, on _____, 2020, the City published a notice in regard to a public hearing relative to the aforementioned Second Amendment to the Amended and Restated Annexation Agreement in the *Free Press Advocate* newspaper, a copy of said notice being attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, a public hearing was held by the City Council in regard to the aforementioned Second Amendment to the Amended and Restated Annexation Agreement on _____, 2020; and

WHEREAS, a copy of said Second Amendment to the Amended and Restated Annexation Agreement is attached hereto as Exhibit 2 and is made a part hereof; and

WHEREAS, the owners of the territory which is the subject of said Second Amendment to the Amended and Restated Annexation Agreement are willing and able to enter into said Second Amendment to the Amended and Restated Annexation Agreement and fulfill the obligations thereunder; and

WHEREAS, the statutory provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended, for execution of said Second Amendment to the Amended and Restated Annexation Agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilmington, Will County, Illinois, as follows:

SECTION 1: That the Second Amendment to the Amended and Restated Annexation Agreement, attached hereto as Exhibit 2, between the City of Wilmington, Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, and the Ridgeport Logistics Center Property Owners Association is hereby approved.

SECTION 2: That the Mayor and City Clerk are hereby authorized and directed to sign the Second Amendment to the Amended and Restated Annexation Agreement, a copy of which is attached hereto as Exhibit 2.

SECTION 3: That, upon the execution of said Second Amendment to the Amended and Restated Annexation Agreement by all parties thereto, the City Clerk is hereby directed to record same with the Will County Recorder of Deeds.

SECTION 4: That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any court

of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5: That all Ordinances or parts of Ordinances in conflict with, or which are inconsistent with, this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption by a two-thirds (2/3rds) vote of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2020.

Roy Strong, Mayor

ATTEST:

James Studer, City Clerk

Published by me in pamphlet form this ____ day of _____, 2020.

Joie Ziller, Deputy City Clerk

Exhibit 1

**PUBLISHER'S CERTIFICATE –
NOTICE OF PUBLIC HEARING IN REGARD TO
THE SECOND AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION
AGREEMENT**

(attached)

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS .} Ss.
County of Will,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the The Free Press Advocate

The Free Press Advocate is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, township of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

**City of Wilmington Public Hearing
to Amend Ridgeport
Annexation Agreement**

a true copy of which is attached, was published one times in The Free Press Advocate, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on January 15, 2020, and the last publication of the notice was made in the newspaper dated and published on January 15, 2020. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D Fisher**, its publisher, at Wilmington, Illinois, on January 15, 2020.

Free Press Newspapers

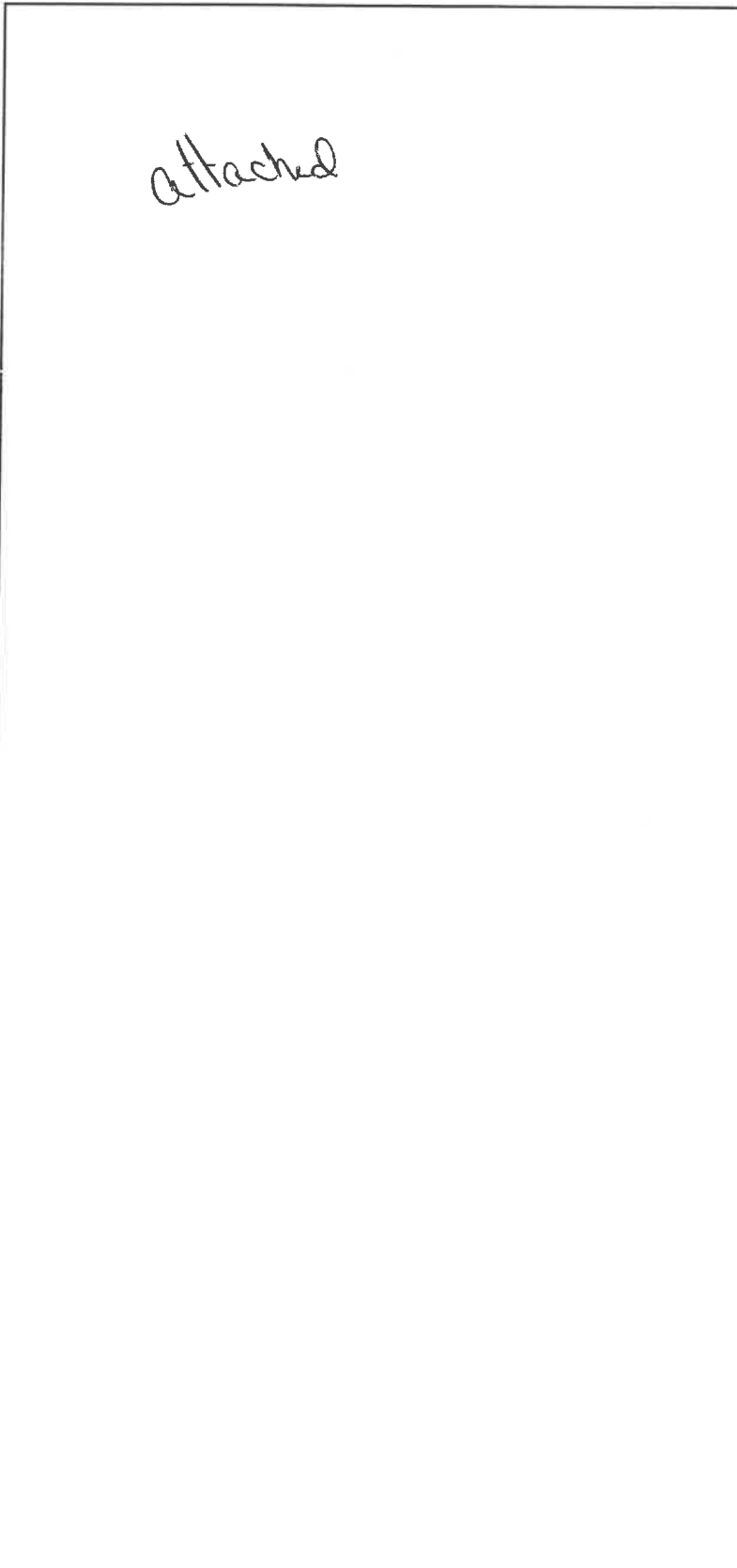
By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 929.60

Given under my hand on January 15, 2020

Janet M. Fisher

Janet M. Fisher, Notary Public



City of Wilmington to hold public hearing to amend Ridgeport Annexation agreement

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING CITY COUNCIL OF THE CITY OF WILMINGTON, IL

NOTICE IS HEREBY GIVEN THAT ON FEBRUARY 4, 2020 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1186 S. WATER STREET, WILMINGTON, ILLINOIS, PURSUANT TO §§ 6-11.18-1.1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RP, LLC, RIDGEPORT ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC FOR AN AMENDMENT TO THAT CERTAIN AMENDED AND RESTATED ANNEXATION AGREEMENT BY AND AMONG ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RP, LLC, RIDGEPORT ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC AND THE CITY OF WILMINGTON, ILLINOIS (RIDGEPORT LOGISTICS CENTER), AS AMENDED BY THE FIRST AMENDMENT THERETO ("PROPOSED AMENDED ANNEXATION AGREEMENT"), WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES IN THE VICINITY OF THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT IS AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17 [EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 146 AS DOCUMENT NO. 738987] LYING SOUTH AND EAST OF THE RIGHT-OF-WAY OF THE RAILROAD AS NOW LOCATED, [EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH-EAST CORNER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE DUE WEST ALONG THE CENTER LINE OF STATE ROUTE NO. 31, FOR A DISTANCE OF 102.21 FEET; THENCE SOUTH 37 DEGREES 38 MINUTES WEST, FOR A DISTANCE OF 44.13 FEET TO THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31 AND THE EXISTING SOUTH-EASTERN RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, SAID INTERSECTION BEING THE POINT OF BEGINNING, CONTINUING THENCE SOUTH 37 DEGREES 38 MINUTES WEST, ALONG SAID SOUTHEASTERN RIGHT-OF-WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, FOR A DISTANCE OF 102.21 FEET; THENCE SOUTH 90 DEGREES 15 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 96.50 FEET; THENCE NORTH 02 DEGREES 20 MINUTES EAST FOR A DISTANCE OF 88.18 FEET TO SAID EXISTING SOUTH RIGHT-OF-WAY LINE OF STATE AID ROUTE NO. 31; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 38.72 FEET MORE OR LESS TO THE POINT OF BEGINNING]; [ALSO EXCEPTING THEREFROM THE NORTH 40 RODS (860 FEET) OF THE EAST 40 RODS (860 FEET) OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN];

ALSO:
THE NORTH 68 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO:
THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART DEDICATED TO THE PEOPLE OF THE STATE OF ILLINOIS FOR THE PURPOSE OF A PUBLIC HIGHWAY RECORDED IN BOOK 1241, PAGE 201 AS DOCUMENT NO. 741973;

ALSO:
THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO:
THE EAST HALF OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS: THAT PART THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF RELOCATED LORENZO ROAD PURSUANT TO DOCUMENT R2002-100752; THAT PART SITUATED WITHIN THE RIGHT-OF-WAY OF THE WEST FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE ROUTE 66 PURSUANT TO SAID DOCUMENT R2002-100752; THAT PART LYING NORTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LORENZO ROAD AS DEDICATED BY DOCUMENT NO. 740521; AND THAT PART THEREOF FALLING WITHIN THE RIGHT-OF-WAY OF INTERSTATE ROUTE 55, ALSO EXCEPTING THEREFROM THE WEST 100.00 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 288.57 FEET TO AN IRON PIN, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET; TO AN IRON PIN; THENCE WEST AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 208.71 FEET; TO AN IRON PIN; THENCE NORTH AT AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 243.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SECTION 16 (CENTERLINE OF LORENZO ROAD); THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

ALSO:
THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE EAST 539.50 FEET OF THE WEST 648.00 FEET OF THE NORTH 828.86 FEET OF THE SOUTH 1630.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;

ALSO EXCEPTING THEREFROM THE WEST 648.00 FEET OF THE SOUTH 801.32 FEET OF THE EAST HALF OF NORTHWEST QUARTER OF SAID SECTION 21;

PIN NO: 03-17-18-300-005-0000
PIN: 03-17-20-200-020-0000 / 5.37 ACRES
THE SOUTH 192.35 FEET OF THE NORTH 1095.78 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS 30430 S KAVANAUGH RD

PIN: 03-17-20-001-030-0000 / 10 ACRES
PARCEL 1 THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; LAYING WEST OF THE WEST LINE OF THE EAST 884.96 FEET AND LAYING EAST OF THE SOUTH LINE OF THE WEST 330 THEREOF; TOGETHER WITH

PARCEL 2 THAT PART OF THE SOUTH 38.38 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, LAYING WEST OF THE WEST LINE OF THE EAST 834.66 FEET AND LAYING EAST OF THE EAST LINE OF THE WEST 330.00 THEREOF; ALL IN WILL COUNTY, ILLINOIS, 24946 MURPHY RD
PIN: 03-17-20-201-004-0000 / 0.80 ACRES

LOT 1 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-201-0000 / 1 ACRES
LOT 10 IN PINE GREEN SUBDIVISION OF THE SOUTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-202-0000 / 1 ACRES
LOT 9 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-203-0000 / 0.84 ACRES
LOT 8 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-203-0000 / 0.87 ACRES
LOT 8 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-204-0000 / 1 ACRES
LOT 7 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-204-0000 / 1 ACRES
LOT 6 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-205-0000 / 1 ACRES
LOTS 5 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-206-0000 / 1 ACRES
LOT 4 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-207-0000 / 1 ACRES
LOT 3 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-208-0000 / 1 ACRES
LOT 2 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-209-0000 / 1 ACRES
LOT 1 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-008-0000 / 1 ACRES
LOT 5 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-008-0000 / 1 ACRES
LOT 4 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-20-401-009-0000 / 1 ACRES
LOT 3 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37811 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R78-17607.

PIN: 03-17-21-100-032-0000 / 2.5 ACRES
THE WEST HALF OF THE FOLLOWING PARCEL TAKEN AS A TRACT: THE WEST 335.06 FEET OF THE EAST 385.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS 24630 W. MURPHY RD

PIN: 03-17-21-100-032-0000 / 2.5 ACRES
THE EAST HALF OF THE FOLLOWING PARCEL TAKEN AS A TRACT: THE WEST 335.06 FEET OF THE EAST 385.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, 30528 RAGAIN LN

PIN: 03-17-21-100-006-0000 / 0.22 ACRES
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 556 FEET EAST OF THE

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 1620.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 883.39 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 330.86 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 658.29 FEET TO A POINT WHICH FALLS ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 430.86 FEET TO THE POINT OF THE BEGINNING, CONTAINING 6.000 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WILL, STATE OF ILLINOIS. W. MURPHY RD
PIN: 03-17-21-100-027-0000 / 6 ACRES

THE SOUTH 748.74 FEET OF THE WEST 350 FEET OF THE WEST 4/2 OF THE NORTHWEST 1/4 OF THE SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 30625 S KAVANAUGH RD
PIN: 03-17-21-100-022-0000 / 2.04 ACRES

THE EAST 250 FEET OF THE SOUTH 930 FEET OF THE WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE WEST 220 FEET OF THE EAST 250 FEET OF THE SOUTH 930 FEET OF SAID WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 30650 RAGAIN LN
PIN: 03-17-21-100-024-0000 / 2.36 ACRES

THE NORTH 192.5 FEET OF THE SOUTH 799.0 FEET OF THE EAST 535.6 FEET OF THE WEST 549.0 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH AND RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. 30981 S RAGAIN LN
PIN: 03-17-21-100-025-0000 / 62.96 ACRES

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, EXCEPT THE SOUTH 1244.57 FEET OF THE WEST 350 FEET; THEREOF, ALL IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY AND EXCEPT THE EAST 250 FEET OF THE SOUTH 930 FEET; AND ALSO EXCEPTING THEREFROM THE WEST 220 FEET OF THE EAST 250 FEET OF THE SOUTH 660 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER AS PROVIDED IN WILL COUNTY RECORDER DOCUMENT R71-9734; AND FURTHER EXCEPT THE WEST 335.08 FEET OF THE EAST 385.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER, PER DOCUMENT R73-16073. 24700 W. MURPHY RD
PIN: 03-17-21-100-020-0000 / 5 ACRES

THE EAST 535.5 FEET OF THE WEST 648 FEET OF THE SOUTH 606.6 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 623 FEET OF THE WEST 549 FEET; THEREOF, ALL MEASUREMENTS TAKEN ON LINES PARALLEL TO THE WEST AND SOUTH LINES OF SAID SECTION 21, IN WILL COUNTY, ILLINOIS. S RAGAIN LN
PIN: 03-17-21-100-024-0000 / 4.05 ACRES

THE SOUTH 332.61 FEET OF THE NORTH 588.61 FEET OF THE SOUTH 1785 FEET OF THE WEST 548 FEET; EXCEPT THE WEST 8.50 FEET THEREOF; ALSO, THE EAST 8.0 FEET OF THE WEST 18.50 FEET OF THE WEST 548 FEET OF THE SOUTH 204.82 FEET OF THE NORTH 793.5 FEET OF THE SOUTH 1785 FEET; ALL IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. 30441 RAGAIN LN
PIN: 03-17-21-100-028-0000 / 1 ACRES

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST QUARTER, 748.74 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE NORTHERLY ON SAID WEST LINE, 497.83 FEET TO AN IRON PIN; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 350 FEET TO AN IRON PIN; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER, 497.83 FEET TO AN IRON PIN; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 350 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 30515 S KAVANAUGH RD
PIN: 03-17-21-100-035-0000 / 2.58 ACRES

THE NORTH 793.5 FEET OF THE SOUTH 1785 FEET OF THE WEST 548 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING LAND DESCRIBED IN DOCUMENT R90-53390 AND LAND DESCRIBED IN DOCUMENT R91-01624) ALL IN WILL COUNTY, ILLINOIS. 30525 S RAGAIN LN
PIN: 03-17-21-100-023-0000 / 2.81 ACRES

THE SOUTH 1.785 FEET OF THE WEST 548 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 335.5 FEET OF THE WEST 548 FEET OF THE SOUTH 799 FEET THEREOF AND ALSO EXCEPTING THEREFROM THE NORTH 793.5 FEET THEREOF, IN WILL COUNTY, ILLINOIS. 30538 S RAGAIN LN
PIN: 03-17-21-200-002-0000 / 0.42 ACRES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21 IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION TWENTY-ONE AS THE POINT OF BEGINNING, THENCE EAST 128 FEET; THENCE NORTH 171 FEET TO THE SOUTH EDGE OF THE DRAINAGE DITCH; THENCE SOUTHWESTERLY ALONG THE SOUTH EDGE OF SAID DRAINAGE DITCH TO A POINT ON WEST LINE OF SAID NORTH EAST QUARTER OF SECTION TWENTY ONE THAT IS 124 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE SOUTH ALONG SAID WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING 24586 W. MURPHY RD
PIN: 03-17-21-100-011-0000 / 0.60 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE

ALSO EXCEPTING THEREFROM THE NORTH 1.00 FEET OF THE SOUTH 198.00 FEET OF THE EAST HALF OF THE WEST 885.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21;
ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE THE FOLLOWING 14 COURSES ALONG SAID CENTER OF AN EXISTING DRAINAGE DITCH: 1) NORTH 50 DEGREES 50 MINUTES 59 SECONDS EAST 48.05 FEET; 2) THENCE NORTH 48 DEGREES 03 MINUTES 56 SECONDS EAST 29.72 FEET; 3) THENCE NORTH 71 DEGREES 02 MINUTES 45 SECONDS EAST 81.85 FEET; 4) THENCE NORTH 32 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET; 5) THENCE NORTH 70 DEGREES 48 MINUTES 02 SECONDS EAST 68.73 FEET; 6) THENCE NORTH 84 DEGREES 14 MINUTES 63 SECONDS EAST 82.22 FEET; 7) THENCE NORTH 85 DEGREES 51 MINUTES 04 SECONDS EAST 118.11 FEET; 8) THENCE NORTH 87 DEGREES 32 MINUTES 45 SECONDS EAST 139.36 FEET; 9) THENCE NORTH 83 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET; 10) THENCE NORTH 88 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET; 11) THENCE NORTH 73 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET; 12) THENCE NORTH 80 DEGREES 07 MINUTES 50 SECONDS EAST 161.11 FEET; 13) THENCE NORTH 13 DEGREES 29 MINUTES 21 SECONDS EAST 141.87 FEET; 14) THENCE NORTH 09 DEGREES 18 MINUTES 23 SECONDS EAST 86.79 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 52 SECONDS EAST 81.76 FEET TO THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NO. R67-69009; THENCE SOUTH 11 DEGREES 30 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 238.05 FEET; THENCE DUE SOUTH FOR A DISTANCE OF 413.87 FEET; THENCE DUE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 340.40 FEET; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST 148.06 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 16 SECONDS EAST 659.90 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY DOCUMENT NO. R91-71612; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS EAST ALONG THE NORTH LINE OF SAID DOCUMENT NO. R91-71612 AND THE NORTH LINE OF DOCUMENT NOS. R62-80127 AND R62-60128, 992.82 FEET TO THE NORTHEAST CORNER OF SAID DOCUMENT NO. R62-60128; THENCE SOUTH 02 DEGREES 02 MINUTES 12 SECONDS EAST ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. R62-60128, 858.77 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, 2251.22 FEET TO THE POINT OF BEGINNING;
AND ALSO EXCEPTING THAT PORTION DEDICATED FOR INTERSTATE ROUTE 66;
ALSO
THE SOUTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 66, EXCEPT THE SOUTH 1351.00 FEET OF THE WEST 840.83 FEET THEREOF, ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 108.40 FEET TO THE WEST LINE OF SAID FRONTAGE ROAD ON THE WEST SIDE OF INTERSTATE 66 AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.80 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 24 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21 A DISTANCE OF 278.47 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 30 SECONDS WEST PARALLEL WITH SAID WEST LINE OF THE FRONTAGE ROAD A DISTANCE OF 380.80 FEET TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 278.47 FEET TO SAID POINT OF BEGINNING;
ALSO
THE NORTH HALF OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF, AND ADJOINING, THE WESTERLY LINE OF FEDERAL AID INTERSTATE ROUTE 66, EXCEPT THE SOUTH 330.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; ALL IN WILL COUNTY, ILLINOIS.
THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.
PIN# 17-16-300-007-0000
AND
THE NORTH 40 RODS (860 FEET) OF THE EAST 40 RODS (860 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2005-192843, DESCRIBED AS FOLLOWS: THAT PART OF SAID NORTH EAST 1/4 BEGINNING AT THE NORTHEAST CORNER OF SAID NORTH EAST 1/4; THENCE SOUTH 01 DEGREE 08 MINUTES 38 SECONDS EAST 100.47 FEET ALONG THE EAST LINE OF SAID NORTH EAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 24 SECONDS WEST 33.00 FEET; THENCE NORTH 86 DEGREES 08 MINUTES 34 SECONDS WEST 70.71 FEET TO A POINT 90.00 FEET SOUTH AS MEASURED PERPENDICULAR WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 88 DEGREES 13 MINUTES 30 SECONDS WEST 678.24 FEET ALONG A LINE 60.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH 1/2 OF THE NORTHEAST 1/4 TO A POINT ON THE WEST LINE OF SAID EAST 40 RODS (860 FEET) OF SAID NORTH EAST 1/4; THENCE NORTH 01 DEGREE 08 MINUTES 38 SECONDS WEST 60.00 FEET ALONG SAID WEST LINE OF THE EAST 40 RODS (860 FEET) TO ITS INTERSECTION WITH SAID NORTH LINE OF THE NORTH EAST 1/4; THENCE NORTH 80 DEGREES 13 MINUTES 30 SECONDS EAST 680.00 FEET ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2005-192843 DESCRIBED AS BEING THE EAST 33 FEET OF THE NORTH 40 RODS (860 FEET) OF THE EAST 40 RODS (860 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, IN WILL COUNTY, ILLINOIS.
TOGETHER WITH THE RIGHT-OF-WAY OF LORENZO ROAD ADJOINING TO AND CONTIGUOUS WITH THE ABOVE-DESCRIBED PROPERTY.
AND
THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, EXCEPT THE SOUTH 30 ACRES THEREOF, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS
ADDRESS: 29929 S. KAVANAUGH RD, WILMINGTON, ILLINOIS 60461

THE NORTH HALF OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 24510 MURPHY RD
PIN: 03-17-21-200-011-0000 / 5.06 ACRES
THAT PART OF THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE NORTH 50 DEGREES 50 MINUTES 59 SECONDS EAST 48.05 FEET; ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 48 DEGREES 03 MINUTES 56 SECONDS EAST 29.72 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 71 DEGREES 02 MINUTES 45 SECONDS EAST 81.85 FEET; ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 32 DEGREES 32 MINUTES 40 SECONDS EAST 47.50 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 70 DEGREES 48 MINUTES 02 SECONDS EAST 68.73 FEET; ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 84 DEGREES 14 MINUTES 63 SECONDS EAST 82.22 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 85 DEGREES 51 MINUTES 04 SECONDS EAST 118.11 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 87 DEGREES 32 MINUTES 45 SECONDS EAST 139.36 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 83 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 88 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 73 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 80 DEGREES 07 MINUTES 50 SECONDS EAST 161.11 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 13 DEGREES 29 MINUTES 21 SECONDS EAST 141.87 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 09 DEGREES 18 MINUTES 23 SECONDS EAST 86.79 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 87 DEGREES 54 MINUTES 52 SECONDS EAST 81.76 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 09 DEGREES 18 MINUTES 23 SECONDS WEST 171.00 FEET (RECORDED); NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 171.00 FEET (RECORDED), ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. 772988, TO AN IRON PIPE ON THE SOUTH EDGE OF SAID DRAINAGE DITCH; THENCE SOUTH 86 DEGREES 12 MINUTES 09 SECONDS WEST 134.81 FEET, ALONG SAID SOUTH EDGE OF THE DRAINAGE DITCH AND THE NORTHERLY LINE OF SAID DOCUMENT NO. 772988, TO ITS INTERSECTION WITH THE WEST LINE OF SAID NORTH EAST QUARTER OF SAID SECTION 21; THENCE SOUTH 01 DEGREES 45 MINUTES 42 SECONDS EAST 124.00 FEET, ALONG SAID WEST LINE OF THE NORTHEAST QUARTER, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 24334 MURPHY RD
PIN: 03-17-21-200-007-0000 / 5 ACRES
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 1259.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 686.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 330.86 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 686.39 FEET TO A POINT WHICH FALLS ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 330.86 FEET TO THE POINT OF BEGINNING, CONTAINING 5.000 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WILL STATE OF ILLINOIS. 24334 MURPHY RD
PIN: 03-17-21-200-009-0000 / 5 ACRES
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH EAST QUARTER FOR A DISTANCE OF 1599.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 686.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 686.39 FEET TO A POINT WHICH FALLS ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 330.86 FEET TO THE POINT OF BEGINNING, CONTAINING 5.000 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WILL STATE OF ILLINOIS. 24125 W. MURPHY RD
PIN: 03-17-21-100-029-0000 / 1.02 ACRES
THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER, THENCE EAST ALONG THE SOUTH LINE, 139.93 FEET TO A POINT THAT IS ALSO 25 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22' 30" EAST, 198 FEET; THENCE EAST 226 FEET; THENCE SOUTH 00 DEGREES 22' 30" WEST, 198 FEET; THENCE WEST ALONG THE SOUTH LINE, 226 FEET TO THE POINT OF BEGINNING. 24648 W MURPHY RD
PIN: 03-17-21-100-030-0000 / 1.39 ACRES
THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 25 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 890 FEET; THENCE NORTH 189 FEET; THENCE SOUTH 199 FEET; THENCE SOUTH 198 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WEST 225 FEET AND ALSO EXCEPTING THEREFROM THE EAST 5 FEET THEREOF, IN WILL COUNTY, ILLINOIS. W MURPHY RD
PIN: 03-17-21-200-010-0000 / 5 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER, 165 FEET TO A POINT AND THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, 151 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 185 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 24458 W. MURPHY ROAD
PIN: 03-17-21-100-012-0000 / 0.84 ACRES
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER THAT IS 986 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID EAST HALF OF THE NORTHWEST QUARTER, THENCE EAST ALONG SAID SOUTH LINE OF SAID NORTHWEST QUARTER, 151 FEET TO THE REAL POINT OF BEGINNING, THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 165 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, 151 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 32 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 248 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 197 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 24444 MURPHY RD
PIN: 03-17-21-100-007-0000 / 0.20 ACRES
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, 611 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 54 FEET, THENCE NORTH 198 FEET, THENCE WEST 58 FEET, THENCE SOUTH 33 FEET, THENCE EAST 1 FOOT, THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 24502 W. MURPHY ROAD.
Published in The Free Press Advocate, Wednesday, Jan. 15, 2020.

Exhibit 2

**SECOND AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION
AGREEMENT
BETWEEN THE CITY OF WILMINGTON,
ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC,
AND THE RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION**

(attached)

Prepared by and, after recording, return to:

Peter M. Friedman
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
(312) 263-3600

Above Space for Recorder's Use Only

**Cross Reference: Document Nos. R2017086922 and
R2019013421**

**SECOND AMENDMENT TO THE AMENDED AND
RESTATED ANNEXATION AGREEMENT BY AND AMONG
ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC,
RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION
AND THE CITY OF WILMINGTON, ILLINOIS
(RIDGE PORT LOGISTICS CENTER)**

This **SECOND AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION AGREEMENT BY AND AMONG ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC, RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION AND THE CITY OF WILMINGTON, ILLINOIS (RIDGE PORT LOGISTICS CENTER)** ("*Second Amendment*") is made and entered into this ____ day of _____, 2019, by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois ("*City*"), by and through the Mayor and City Council of the City, **ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited Liability Company ("*Adar*"), **ADAR RPLL, LLC**, a Delaware limited liability company, and **RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION**, an Illinois not-for-profit corporation. The parties to this Second Amendment are collectively referred to herein as the "Parties."

W I T N E S S:

WHEREAS, the Parties are parties to that certain "Amended And Restated Annexation Agreement By And Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association and the City of Wilmington, Illinois (Ridge Port Logistics Center)," which was recorded with the Office of the Recorder of Will County, Illinois on November 3, 2017, as Document Number R2017086922, as amended by that certain "First Amendment to the Amended And Restated Annexation Agreement By And Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property

Owners Association and the City of Wilmington, Illinois (Ridge Port Logistics Center),” which was recorded with the Office of the Recorder of Will County, Illinois on March 11, 2019, as Document Number R2019013421 (together the “*Amended and Restated Annexation Agreement*”); and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to further amend the Amended and Restated Annexation Agreement as set forth herein, to extend the time for the installation of certain potable water and sanitary sewer lines as set forth in the Amended and Restated Annexation Agreement; and

WHEREAS, a proper application has been filed with the City by Adar to further amend the Amended and Restated Annexation Agreement; and

WHEREAS, the Parties desire to enter into this Second Amendment pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1; and

WHEREAS, a public hearing on this Second Amendment was held by the Mayor and City Council of the City (“*Corporate Authorities*”) on _____, 2020; and

WHEREAS, all other required public hearings and notices in connection with the terms and conditions of this Second Amendment, have been held and given in accordance with the ordinances of the City and the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the annexation and development of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of the City and service the best interests of the citizens of the City; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, an ordinance has been adopted authorizing the execution of this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The preceding “Whereas” clauses are hereby made a part of this Second Amendment and incorporated herein as if fully set forth in this Section 1.

Section 2. Amendments to Amended and Restated Annexation Agreement.

The Amended and Restated Annexation Agreement is hereby amended as follows, with additions underlined and deletions struck through:

Amendment One

Section 23(A), entitled “Water” is hereby amended to read as follows:

The City shall provide, at the Owners’ sole cost and expense, and shall complete construction (through the public bid process for which Developer or one of its affiliates, as well as any other party selected by Developer and reasonably acceptable to the City may be included on the list of qualified bidders) of a sixteen inch (16”) water line to service the Subject Property with potable water. The water line shall be completed and operational not later than twelve (12) months after the annexation of the Subject Property. The City (at the Owners’ expense as aforesaid) shall extend potable water service (in sufficient quantity [being not less than 500,000 gallons per day] quality and pressure [being not less than 50 psi]) through such line from its present location at the City’s existing water plant located at the southwest corner of Soldier’s Widow’s Road and First Street (the “**Existing Water Plant**”) to a point at the Subject Property depicted on Exhibit N-9 attached hereto. Owners shall cooperate and provide necessary easements along the perimeter of the Subject Property to accommodate the installation of such utility. Except for service lines to Buildings or structures, potable water and related treatment and distribution facilities shall be owned and operated by the City, Owners shall be entitled to recapture of the water line costs from users located along such line between the Existing Water Plant and the Subject Property (referred to herein as “**Utility Service Area A**”; which area is also depicted on Exhibit N-2 attached hereto). Owners shall pay a \$300/PE capacity user fee from time to time as and when additional PEs are required for the Subject Property (with the Owners only being obligated to pay such fee once for each applicable PE), but in no event shall the City be entitled to collect any water distribution tap-on fee or any other water charges (other than usage charges) for the Subject Property. Within ~~ten (10)~~ thirteen (13) years, after the annexation of the Subject Property, Owners shall, at their sole cost and expense, extend the water line through the Subject Property to a point south of the north line of Section 28 in Township 33 North Range 9 East (the “**Water Line Southern End Point**”). Subject to the City obtaining all necessary easement grants and other agreements necessary to provide Owners with access to the affected properties in order to perform all necessary work, the Owners (at the Owners’ sole cost and expense) shall extend a twelve inch (12”) water line from the Water Line Southern End Point south to the northeast quarter of Section 33 in Township 33 North Range 9 East, within such ~~ten (10)~~ thirteen (13) year period. Owners shall be entitled to recapture of their costs associated with extending such water line from the Water Line Southern End Point to the northeast quarter of Section 33 in Township 33 North Range 9 East from those users/properties served by (or to be served by) such extended line as more particularly depicted on Exhibit N-3 attached hereto (“**Utility Service Area B**”); provided, however, the three (3) existing parcels within Utility Service Area B as depicted on Exhibit N-3 (the “**Existing Users**”) shall each be entitled to one (1) free one inch (1”) connection for the single-family residential uses existing as of the date hereof. To the extent that there is an expansion of such use by the Existing Users beyond the single-family residential uses existing as of the date hereof, Owners shall be entitled to recapture of their costs of extending the line as provided above. As provided herein, the City agrees to enact and enforce all necessary recapture ordinances, as well as be

responsible to collect any and all recapture fees and promptly remit such fees to Owners. Notwithstanding the foregoing, and to the extent not otherwise inconsistent with the terms of the annexation agreement in effect with the owner of such property, no recapture for the extension of said water line is applicable to that property depicted (with cross-hatching) on Exhibit N-1 (the "**Limited Recapture Service Area**"). In connection with the foregoing, at the Owners' request, the City also agrees to use its reasonable best efforts to secure for the benefit of the Owners and the Subject Property, a low interest or no interest loan through the Illinois Environmental Protection Agency for all water improvements contemplated hereunder.

Amendment Two

Section 23(H), entitled Extension of Sewer Line; Increase in Capacity of Sewer Pipes," is hereby amended to read as follows:

Within ~~ten (10)~~ thirteen (13) years after the annexation of the Subject Property, Owners shall, at their sole cost and expense, extend the sewer line through the Subject Property to a point south of the north line of the north west quarter of Section 28 in Township 33 North Range 9 East (the "**Sewer Line Southern End Point**"). Prior to the expiration of such ~~ten (10)~~ thirteen (13) year period and subject to the City obtaining all necessary easement grants and other agreements necessary to provide Owners with access to the affected properties in order to perform all necessary work, the Owners (at the Owners' sole cost and expense) shall extend a combination of gravity sewers and force main with a minimum capacity of two thousand (2,000) population equivalents from the Sewer Line Southern End Point south to Strip Mine Road (referred to herein as the "**Sewer Line Extension**"). Owners shall be entitled to recapture of the costs associated with extending such gravity sewers and force main (as applicable) from the Sewer Line Southern End Point to Strip Mine Road from those users/ properties within Utility Service Area B; provided, however, the Existing Users shall each be entitled to one (1) free connection for the single-family residential uses existing as of the date hereof. To the extent that there is an expansion of such use by the Existing Users beyond the single-family residential uses existing as of the date hereof, Owners shall be entitled to recapture of the costs of extending the sewer as provided above. As provided herein, the City agrees to enact and enforce all necessary recapture ordinances, as well as be responsible to collect any and all recapture fees and promptly remit such fees to Owners. Notwithstanding the foregoing, and to the extent not otherwise in consistent with the terms of the annexation agreement in effect with the owner of such property, no recapture for the extension of said force main is applicable to the Limited Recapture Service Area. Developer (or Owners, as applicable) shall also be entitled to all impact, capacity or recapture fees collected by the City sufficient to cover the pro rata cost of any required increases in the size of sewer pipes necessary to meet the capacity requirements of any users outside of the Subject Property. In addition, it is expressly acknowledged and agreed that the Owners' responsibilities hereunder are limited to installation of the Sewer Line Extension in accordance with the terms set forth above and it shall be the City's sole responsibility to ensure that there is sufficient sewer capacity to serve the requirements of those users within Utility Service Area B.

Section 3. General Provisions.

A. Except as modified by this Second Amendment, the provisions of the Amended and Restated Annexation Agreement shall remain in full force and effect

B. This Second Amendment shall bind and insure to the benefit of the heirs, successor and assigns of the Parties.

C. This Second Amendment, when recorded, constitutes a covenant running with the land and is binding on and insures to the benefit of the Parties, all grantees, successors and assigns.

D. Within thirty (30) days after its execution, this Second Amendment shall be recorded, at the sole cost and expense of Adar, in the Office of the Recorder of Will County, Illinois.

E. If any provision of this Second Amendment is found by a court of law to be in violation of any applicable local, State or Federal law, ordinance or regulation, and if a court of competent jurisdiction should declare any provision of this Second Amendment to be illegal, void or unenforceable, then it is the intent of the Parties that the remainder of this Second Amendment shall be construed as if such illegal, void or unenforceable provision was not contained herein and that the rights and obligations of the Parties hereunder shall continue in full force and effect.

F. The captions of Sections in this Second Amendment are intended only for the convenience of the Parties and are not to be construed as part of this Second Amendment or as a limitation of the scope of the particular Sections to which they refer.

G. This Second Amendment may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IT WITNESS WHEREOF, the Parties to this Second Amendment have caused it to be executed as of the day and year above written.

“**CITY**”:

CITY OF WILMINGTON, an Illinois municipal Corporation

By: _____

ATTEST:

Name:
Title:

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

ACKNOWLEDGMENT

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Roy Strong, personally known to me to be the Mayor of the City of Wilmington, an Illinois municipal corporation, and Joie Ziller, personally known to me to be the Deputy City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Deputy City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2020

NOTARY PUBLIC

“ADAR”:

ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC

By: _____

Name: _____

Its: Authorized Signatory

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of _____, 2020.

NOTARY PUBLIC

ADAR RPLL, LLC

By: _____

Name: _____

Its: Authorized Signatory

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of Adar RPLL, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2020.

NOTARY PUBLIC

RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION

By: _____

Name: _____

Its: Authorized Signatory

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of Ridgeport Logistics Center Property Owners Association, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of _____, 2020.

NOTARY PUBLIC

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
A FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,
ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K.
RINK AND RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**

WHEREAS, the provisions of 65 ILCS 5/11-15.1-1 *et seq.* grant municipalities the right to enter into annexation agreements with the owners of property in unincorporated territory, and to thereafter amend said annexation agreements during the term thereof; and

WHEREAS, it is in the best interests of the City of Wilmington, Will County, Illinois (the "City"), that a first amendment to the "Annexation Agreement," dated February 16, 2010, by and between the City, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP (the "First Amendment to the Annexation Agreement"), be entered into by the City; and

WHEREAS, on _____, 2020, the City published a notice in regard to a public hearing relative to the aforementioned First Amendment to the Annexation Agreement in the *Free Press Advocate* newspaper, a copy of said notice being attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, a public hearing was held by the City Council in regard to the aforementioned First Amendment to the Annexation Agreement on _____, 2020; and

WHEREAS, a copy of said First Amendment to the Annexation Agreement is attached hereto as Exhibit 2 and is made a part hereof; and

WHEREAS, the owners of the territory which is the subject of said First Amendment to the Annexation Agreement are willing and able to enter into said First Amendment to the Annexation Agreement and fulfill the obligations thereunder; and

WHEREAS, the statutory provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended, for execution of said First Amendment to the Annexation Agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilmington, Will County, Illinois, as follows:

SECTION 1: That the First Amendment to the Annexation Agreement, attached hereto as Exhibit 2, between the City of Wilmington, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP is hereby approved.

SECTION 2: That the Mayor and City Clerk are hereby authorized and directed to sign the First Amendment to the Annexation Agreement, a copy of which is attached hereto as Exhibit 2.

SECTION 3: That, upon the execution of said First Amendment to the Annexation Agreement by all parties thereto, the City Clerk is hereby directed to record same with the Will County Recorder of Deeds.

SECTION 4: That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5: That all Ordinances or parts of Ordinances in conflict with, or which are inconsistent with, this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption by a two-thirds (2/3rds) vote of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2020.

Roy Strong, Mayor

ATTEST:

James Studer, City Clerk

Published by me in pamphlet form this ____ day of _____, 2020.

Joie Ziller, Deputy City Clerk

Exhibit 1

**PUBLISHER'S CERTIFICATE –
NOTICE OF PUBLIC HEARING IN REGARD TO
THE FIRST AMENDMENT TO THE ANNEXATION AGREEMENT**

(attached)

Exhibit 2

**FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,
ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K.
RINK AND RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**

(attached)

Prepared by and, after recording, return to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Scott E. Nemanich

Above Space for Recorder's Use Only

Cross Reference: Document No. R2010018104

**FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,
ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K.
RINK AND RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**

This **FIRST AMENDMENT TO THE ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK AND RINK AGRICULTURAL AND INVESTMENTS, LP** ("First Amendment") is made and entered into this ____ day of _____, 2020, by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois ("City"), by and through the Mayor and City Council of the City, and **ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK** and **RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**, a limited partnership (together the "Owners"). The parties to this First Amendment are collectively referred to herein as the "Parties."

WITNESSES:

WHEREAS, the Parties are parties to that certain "Annexation Agreement," which was approved by the City Council on February 16, 2010 in Ordinance No. 10-02-16-05, entitled "An Ordinance Authorizing The Execution Of An Annexation Agreement For The Property Bounded By Stripmine Road, Frontage Road, And I-55 And Other Vacant Lands, All Commonly Known As 24332 West Stripmine Road, Will County, Illinois," and which was recorded with the Office of the Recorder of Will County, Illinois on February 18, 2010, as Document Number R2010018104 ("Annexation Agreement"); and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to amend the Annexation Agreement as set forth herein, to extend the time for the installation and connection of certain potable water and sanitary sewer lines to the "Property," as defined in the Annexation Agreement; and

WHEREAS, a proper application has been filed with the City by the Owner to amend the Annexation Agreement; and

WHEREAS, the Parties desire to enter into this First Amendment pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1; and

WHEREAS, a public hearing on this First Amendment was held by the Mayor and City Council of the City (“Corporate Authorities”) on _____, 2020; and

WHEREAS, all other required public hearings and notices in connection with the terms and conditions of this First Amendment, have been held and given in accordance with the ordinances of the City and the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the annexation and development of the Property, upon the terms and conditions hereinafter set forth, would further the growth of the City and service the best interests of the citizens of the City; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, an ordinance has been adopted authorizing the execution of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The preceding “Whereas” clauses are hereby made a part of this First Amendment and incorporated herein as if fully set forth in this Section 1.

Section 2. Amendments to Annexation Agreement.

The Annexation Agreement is hereby amended as follows, with additions underlined and deletions struck through:

Amendment One

Section 4.2.1, entitled “Tap-in Rights,” is hereby amended to read as follows:

Not later than ~~10~~ thirteen (13) years from the date of annexation of the Property to the City, the City will provide sanitary sewer and potable water lines to the south edge of the Stripmine Road right of way. At the time said pipelines are so installed, the then current Owner of the property shall be allowed to connect then existing uses, at current levels, to City sanitary sewer and potable water service facilities in accordance with City and Illinois Plumbing Code requirements without payment of the usual and customary connection, provided that no more than two (2) water and sewer connections may be made without payment of connection fees. However, upon subsequent development of the Property or change in use of the Property, the Property shall be subject to the usual and customary connection fees charged by the City. The agreement of the City to extend sanitary sewer and potable water service facilities to the Property is

contingent upon the City making a determination within two (2) years from the date of annexation of the Property that it can provide sanitary sewer and potable water services to the Property the Corporate Authorities shall, within thirty (30) days of such determination, adopt a resolution documenting that determination and give notice thereof to Owners in accordance with Section 9.17 of this Agreement. If such notice is provided within the two (2) year period, the City shall not be obligated to provide sanitary sewer and potable water services to the Property. In that event, Owners shall have the right, in their sole discretion, subject to the exception hereinafter stated, to rescind this Agreement and, in such event, the ordinance annexing the Property to the City shall be deemed vacated and the City shall take any and all other actions reasonably necessary to disconnect the Property from the City. In order to make such election, the Owners shall provide notice to the City in accordance with Section 9.17 of this Agreement of rescission of this Agreement not later than sixty (60) days after receipt of the notice from the City that the City is unable to provide sewer and water service to the Property. Notwithstanding the foregoing, in the event that the ordinance annexing the Property described on Exhibit "D" and known generally as the Tameling Property is vacated, within the same two (2) year period, and as a result thereof the Tameling property is disconnected from the City, the Owners shall have no option hereunder to have the Property remain in the City, in which instance the ordinance annexing the Property will be automatically vacated and the City will take all other actions reasonably necessary to disconnect the Property from the City.

Amendment Two

Section 4.2.2, entitled "Water and Sewer Services," is hereby amended to read as follows:

The City shall provide potable water service and sanitary sewer service to the Property (by bringing potable water and sanitary sewer lines to the point contemplated in Section 4.2.1 above, and otherwise subject to the provisions of Section 4.2.1 above) not later than ~~10~~ thirteen (13) years from the date of annexation of the Property to the City, for all purposes, including irrigation and fire protection, on the same terms and conditions as such potable water service and sanitary sewer services are provided to other similar uses and improvements within the City. Notwithstanding the foregoing, the Owners may at their sole discretion, continue to have their water and sewer service for the Property provided by on-site well and septic in which case the City's obligation to extend sewer and water service to the Property, as provided for in Section 4.2.1, would be nullified. Owners shall notify the City of any election hereunder to remain on well and septic service (in lieu of having sewer and water service extended to the Property as aforesaid). Said election shall be made not later than the date on which construction begins to install sewer and water lines in the easements described in this Agreement. However, such an election shall not relieve the

Owners of their obligation to provide temporary and permanent easements for utility installation and maintenance as provided for in this Agreement.

Amendment Three

Section 6.1, entitled “Tax Abatement,” is hereby amended to read as follows:

For a period of ~~ten (10)~~ thirteen (13) years following annexation of the Property, beginning the first year that Will County taxing authorities cause the City’s annual property tax levy to be applied to the Property, the City shall cause the City’s property tax levy against the Property to be fully abated in accordance with Section 18-184 of the Illinois Property Tax Code (35 ILCS 200/18-184). If for any reason the City receives property taxes revenue that is subject to abatement pursuant to this Section 6.1, the City shall pay such funds over to the Owner within thirty (30) days of receipt. The property tax abatement provided in this Section 6.1 shall inure to the benefit of Owner’s successors and assigns in title to the Property.

Section 3. Notices.

Notices under the Agreement to the City shall be sent to the following addresses using the methods set forth in Section 9.17 of the Agreement:

If to City: City of Wilmington
 1165 South Water Street
 Wilmington, Illinois 60481
 Attention: Mayor and City Administrator

With a copy to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Scott E. Nemanich

Section 4. General Provisions.

A. Except as modified by this First Amendment, the provisions of the Annexation Agreement shall remain in full force and effect

B. This First Amendment shall bind and insure to the benefit of the heirs, successor and assigns of the Parties.

C. This First Amendment, when recorded, constitutes a covenant running with the land and is binding on and insures to the benefit of the Parties, all grantees, successors and assigns.

D. Within thirty (30) days after its execution, this First Amendment shall be recorded, at the sole cost and expense of City, in the Office of the Recorder of Will County, Illinois.

E. If any provision of this First Amendment is found by a court of law to be in violation of any applicable local, State or Federal law, ordinance or regulation, and if a court of competent jurisdiction should declare any provision of this First Amendment to be illegal, void or unenforceable, then it is the intent of the Parties that the remainder of this First Amendment shall be construed as if such illegal, void or unenforceable provision was not contained herein and that the rights and obligations of the Parties hereunder shall continue in full force and effect.

F. The captions of Sections in this First Amendment are intended only for the convenience of the Parties and are not to be construed as part of this First Amendment or as a limitation of the scope of the particular Sections to which they refer.

G. This First Amendment may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IT WITNESS WHEREOF, the Parties to this First Amendment have caused it to be executed as of the day and year above written.

“CITY”:

CITY OF WILMINGTON, an Illinois municipal Corporation

By: _____
Name: Roy Strong
Title: Mayor
Date: _____, 2020

ATTEST:

Name: James Studer
Title: City Clerk

“OWNERS”:

MARTHA RINK

By: _____
Date: _____, 2020

ROBERT RINK

By: _____

Date: _____, 2020

ROBERT F. RINK

By: _____

Date: _____, 2020

JACQUELYN K. RINK

By: _____

Date: _____, 2020

RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP

By: _____

Name: _____

Its: Authorized Signatory

Date: _____, 2020

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

ACKNOWLEDGMENT

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Roy Strong, personally known to me to be the Mayor of the City of Wilmington, an Illinois municipal corporation, and James Studer, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2020

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Martha Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2020.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2020.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert F. Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2020.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jacquelyn K. Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ___ day of _____, 2020.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Authorized Signatory of Rink Agricultural and Investment Partnership, LP, a limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he or she signed and delivered the said instrument pursuant to authority given to him or her for said limited partnership, as his or her free and voluntary act, and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of _____, 2020.

NOTARY PUBLIC

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
A FIRST AMENDMENT TO THE ANNEXATION AGREEMENT DATED
FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS
AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC**

WHEREAS, the provisions of 65 ILCS 5/11-15.1-1 *et seq.* grant municipalities the right to enter into annexation agreements with the owners of property in unincorporated territory, and to thereafter amend said annexation agreements during the term thereof; and

WHEREAS, it is in the best interests of the City of Wilmington, Will County, Illinois (the “City”), that a first amendment to the “Annexation Agreement,” dated February 16, 2010, by and between the City and Tameling Management and Investments Series, LLC (the “First Amendment to the Annexation Agreement”), be entered into by the City; and

WHEREAS, on _____, 2020, the City published a notice in regard to a public hearing relative to the aforementioned First Amendment to the Annexation Agreement in the *Free Press Advocate* newspaper, a copy of said notice being attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, a public hearing was held by the City Council in regard to the aforementioned First Amendment to the Annexation Agreement on _____, 2020; and

WHEREAS, a copy of said First Amendment to the Annexation Agreement is attached hereto as Exhibit 2 and is made a part hereof; and

WHEREAS, the owner of the territory which is the subject of said First Amendment to the Annexation Agreement is willing and able to enter into said First Amendment to the Annexation Agreement and fulfill the obligations thereunder; and

WHEREAS, the statutory provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended, for execution of said First Amendment to the Annexation Agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilmington, Will County, Illinois, as follows:

SECTION 1: That the First Amendment to the Annexation Agreement, attached hereto as Exhibit 2, between the City of Wilmington and Taming Management and Investments Series, LLC is hereby approved.

SECTION 2: That the Mayor and City Clerk are hereby authorized and directed to sign the First Amendment to the Annexation Agreement, a copy of which is attached hereto as Exhibit 2.

SECTION 3: That, upon the execution of said First Amendment to the Annexation Agreement by all parties thereto, the City Clerk is hereby directed to record same with the Will County Recorder of Deeds.

SECTION 4: That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5: That all Ordinances or parts of Ordinances in conflict with, or which are inconsistent with, this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption by a two-thirds (2/3rds) vote of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2020.

Roy Strong, Mayor

ATTEST:

James Studer, City Clerk

Published by me in pamphlet form this ____ day of _____, 2020.

Joie Ziller, Deputy City Clerk

Exhibit 1

**PUBLISHER'S CERTIFICATE –
NOTICE OF PUBLIC HEARING IN REGARD TO
THE FIRST AMENDMENT TO THE ANNEXATION AGREEMENT**

(attached)

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.
County of Will,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the The Free Press Advocate

The Free Press Advocate is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, township of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of: **City to hold public hearing to amend Tameling Annexation agreement**

a true copy of which is attached, was published one times in The Free Press Advocate, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on January 15, 2020, and the last publication of the notice was made in the newspaper dated and published on January 15, 2020. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D Fisher**, its publisher, at Wilmington, Illinois, on January 15, 2020.

Free Press Newspapers

By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 59.40

Given under my hand on January 15, 2020

Janet M. Fisher

Janet M. Fisher, Notary Public



City to hold public hearing to amend Tameling Annexation agreement

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING
CITY COUNCIL OF THE CITY OF WILMINGTON, IL**

NOTICE IS HEREBY GIVEN THAT ON FEBRUARY 4, 2020 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1165 S. WATER STREET, WILMINGTON, ILLINOIS, PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC FOR AN AMENDMENT TO THAT CERTAIN ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC ("PROPOSED AMENDED ANNEXATION AGREEMENT"), WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION AND CONNECTION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES TO THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT IS AS FOLLOWS:

THE NORTHEAST QUARTER OF SECTION 33, IN TOWNSHIP 33 NORTH, AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

PIN 03-17-33-200-001-0000 AND PIN 03-17-33-200-002-0000

Published in the Free Press Advocate on Wednesday, Jan. 15, 2020

Exhibit 2

**FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,
ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC**

(attached)

Prepared by and, after recording, return to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Scott E. Nemanich

Above Space for Recorder's Use Only

Cross Reference: Document No. R2010018101

**FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,
ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC**

This **FIRST AMENDMENT TO THE ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC** ("First Amendment") is made and entered into this ____ day of _____, 2020, by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois ("City"), by and through the Mayor and City Council of the City, and **TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC**, a Delaware limited liability company authorized to conduct business in the State of Illinois ("Owner"). The City and Owner are jointly referred to in this First Amendment as the "Parties."

WITNESS:

WHEREAS, the Parties entered into that certain "Annexation Agreement," which was approved by the City Council on February 16, 2010 in Ordinance No. 10-02-16-02, entitled "An Ordinance Authorizing The Execution Of An Annexation Agreement For The Property Bounded By Stripmine Road And Illinois Route 129, Will County, Illinois," and which was recorded with the Office of the Recorder of Will County, Illinois on February 18, 2010, as Document Number R2010018101 ("Annexation Agreement"); and

WHEREAS, the Parties have determined that it is in their respective best interests to amend the Annexation Agreement as set forth herein, to extend the time for the installation and connection of certain potable water and sanitary sewer lines to the "Property," as defined in the Annexation Agreement; and

WHEREAS, a proper application has been filed with the City by the Owner to amend the Annexation Agreement; and

WHEREAS, the Parties desire to enter into this First Amendment pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1; and

WHEREAS, a public hearing on this First Amendment was held by the Mayor and City Council of the City (“Corporate Authorities”) on _____, 2020; and

WHEREAS, all other required public hearings and notices in connection with the terms and conditions of this First Amendment, have been held and given in accordance with the ordinances of the City and the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the annexation and development of the Property, upon the terms and conditions hereinafter set forth, would further the growth of the City and service the best interests of the citizens of the City; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, an ordinance has been adopted authorizing the execution of this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The preceding “Whereas” clauses are hereby made a part of this First Amendment and incorporated herein as if fully set forth in this Section 1.

Section 2. Amendments to Annexation Agreement.

The Annexation Agreement is hereby amended as follows, with additions underlined and deletions struck through:

Amendment One

Section 4.2.1, entitled “Tap-in Rights,” is hereby amended to read as follows:

Not later than thirteen (13) years from the date of annexation of the Property to the City, the City will provide sanitary sewer and potable water pipelines to the south edge of the Stripmine Road right-of-way adjacent to the Property. At the time said pipelines are so installed, the then current Owner of the Property shall be allowed to connect then existing uses, at current levels, to City sanitary sewer and potable water services facilities in accordance with City and Illinois Plumbing Code requirements without payment of the usual and customary connection fees, provided that no more than two (2) water and sewer connections may be made without payment of connection fees. However, upon any subsequent development of the Property or change in the use of the Property, the Property shall then be subject to the usual and customary connection fees charged by the City. The agreement of the City to extend sanitary sewer and potable water service facilities to the Property as provided herein is contingent upon the City making a determination within two (2) years from the date of annexation of the Property that it can provide sanitary sewer and potable water services to the Property as

specified above. In the event the City determines that it cannot provide sanitary sewer and potable water services to the Property, the Corporate Authorities shall, within thirty (30) days of such determination, adopt a resolution documenting that determination and give notice thereof to the Owner in accordance with Section 9.17 of this Agreement. If such notice is provided within the two (2) year period, the City shall not be obligated to provide sanitary sewer and potable water services to the Property. In that event the Owner shall have the right, in its sole discretion, to rescind this Agreement and, in such event, the ordinance annexing the Property to the City shall be deemed vacated and the City shall take any and all actions reasonably necessary to disconnect the Property from the City. In Order to make such election, Owner shall provide notice to the City in accordance with Section 9.17 of this Agreement of rescission of this Agreement not later than sixty (60) days after receipt of the notice from the City that the City is unable to provide sanitary sewer and potable water services to the Property.

Amendment Two

Section 4.2.2, entitled “Water and Sewer Services,” is hereby amended to read as follows:

The City shall provide potable water service and sanitary sewer service to the Property (by bringing potable water and sanitary sewer lines to the point contemplated in Section 4.2.1, above, and otherwise subject to the provisions of Section 4.2.1 above) not later than thirteen (13) years after the date of annexation of the Property to the City for all purposes, including irrigation and fire protection, on the same terms and conditions as such potable water and sanitary sewer services are provided to other similar uses and improvements within the City. Notwithstanding the foregoing, the Owner may, at its sole discretion, continue to have its water and sewer services for the Property provided on-site well and septic systems, in which case the City’s obligation to extend sewer and water service to the Property, as provided for in Section 4.2.1, would be nullified. Not later than twenty-four (24) months after annexation of the Property to the City, the Owner shall so notify the City of any election hereunder to remain on well and septic service (in lieu of having sewer and water service extended to the Property as aforesaid).

Section 3. Notices.

Notices under the Agreement to the City and Owner shall be sent to the following addresses using the methods set forth in Section 9.17 of the Agreement:

If to City: City of Wilmington
 1165 South Water Street
 Wilmington, Illinois 60481
 Attention: Mayor and City Administrator

With a copy to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Scott E. Nemanich

If to Owner: Tameling Management & Investment Series, LLC
62 Berkshire Court
Burr Ridge, IL 60527
Attn: Nancy Carol Tameling

With a copy to:

Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Dr., 2nd Flr.
Burr Ridge, IL 60527
Attn: Howard M. Hoff and Gregory L. Dose

Section 4. General Provisions.

A. Except as modified by this First Amendment, the provisions of the Annexation Agreement shall remain in full force and effect

B. This First Amendment shall bind and insure to the benefit of the heirs, successor and assigns of the Parties.

C. This First Amendment, when recorded, constitutes a covenant running with the land and is binding on and insures to the benefit of the Parties, all grantees, successors and assigns.

D. Within thirty (30) days after its execution, this First Amendment shall be recorded, at the sole cost and expense of City, in the Office of the Recorder of Will County, Illinois.

E. If any provision of this First Amendment is found by a court of law to be in violation of any applicable local, State or Federal law, ordinance or regulation, and if a court of competent jurisdiction should declare any provision of this First Amendment to be illegal, void or unenforceable, then it is the intent of the Parties that the remainder of this First Amendment shall be construed as if such illegal, void or unenforceable provision was not contained herein and that the rights and obligations of the Parties hereunder shall continue in full force and effect.

F. The captions of Sections in this First Amendment are intended only for the convenience of the Parties and are not to be construed as part of this First Amendment or as a limitation of the scope of the particular Sections to which they refer.

G. This First Amendment may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IT WITNESS WHEREOF, the Parties to this First Amendment have caused it to be executed as of the day and year above written.

“CITY”:

CITY OF WILMINGTON, an Illinois municipal Corporation

By: _____

Name: Roy Strong

Title: Mayor

Date: _____, 2020

ATTEST:

Name: James Studer

Title: City Clerk

“OWNER”:

TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC

By: _____

Name: Nancy Carol Tameling

Its: Manager

Date: _____, 2020

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

ACKNOWLEDGMENT

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Roy Strong, personally known to me to be the Mayor of the City of Wilmington, an Illinois municipal corporation, and James Studer, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2020

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Nancy Carol Tameling, personally known to me to be the Manager of Tameling Management and Investments Series, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity she signed and delivered the said instrument pursuant to authority given to her for said limited liability company, as her free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of _____, 2020.

NOTARY PUBLIC

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILMINGTON AND THE COUNTY OF WILL, ILLINOIS FOR ELECTRONICS RECYCLING

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes units of local government, such as municipalities and townships to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibit by law; and

WHEREAS, the City of Wilmington and Will County, Illinois have authority to conduct electronics recycling operations as specified under the Consumer Electronic Recycling Act (CERA), and other statutes referenced herein;

WHEREAS, the Electronic Product Recycling and Reuse Act, 450 ILCS 150/1 *et. seq.*, and CERA prohibit the disposal of certain types of electronic devices in landfills;

WHEREAS, the City of Wilmington Corporate Authorities find that it is in the best interest of the its citizens to partner with Will County, Illinois and to enter into the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILMINGTON AND COUNTY OF WILL, ILLINOIS (the "Agreement") attached hereto as Exhibit A to provide for

the proper collection, processing, and recycling of electronics pursuant to the terms of such agreement and in conformance with such laws.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS STATUTORY AND OTHER POWERS AS FOLLOWS AS FOLLOWS:

SECTION 1. RECITALS INCORPORATED

The foregoing recitals are incorporated herein as findings of the corporate authorities.

SECTION 2. AUTHORIZATION AND EXECUTION

The INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILMINGTON AND COUNTY OF WILL, ILLINOIS (the “Agreement”) attached hereto as Exhibit A is hereby approved, the Mayor is hereby authorized and directed to sign the Agreement, and the City Clerk is hereby directed to attest to such signature.

SECTION 3: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 5: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2020 with ____ members voting aye, ____ members voting nay, the Mayor voting ____, with ____ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Dennis Vice	_____	Floyd Combes	_____
Ben Dietz	_____	Lisa Butler	_____
Jake Tenn	_____	Frank Studer	_____

Approved this ____ day of _____, 2020

Roy Strong, Mayor

Attest:

Joie Ziller, Deputy City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILMINGTON AND
THE COUNTY OF WILL, ILLINOIS

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***Authorizing the County Executive to Execute an Intergovernmental Agreement between
City of Wilmington and the County of Will, Illinois for Electronics Recycling***

THIS AGREEMENT is made and entered into by and between CITY OF WILMINGTON and WILL COUNTY, hereinafter collectively “the parties,” and is effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State; and

WHEREAS, WILL COUNTY and CITY OF WILMINGTON have authority to conduct electronics recycling operations as specified under **the Consumer Electronic Recycling Act (CERA)**, and other statutes referenced therein; and

WHEREAS, the Electronic Products Recycling and Reuse Act, 450 ILCS 150/1 *et seq.*, **and CERA** prohibit the disposal of certain types of electronic devices in landfills; and

WHEREAS, CITY OF WILMINGTON has agreed to host recurring collection events for residential electronics recycling, with a limit of two televisions per household; and

WHEREAS, WILL COUNTY maintains residential electronics collection and processing service through a contract with an independent, certified company; and

WHEREAS, WILL COUNTY has enrolled into the Illinois EPA Electronic Products Recycling and Reuse Act manufacturer funded Residential Electronics recycling program; and

WHEREAS, WILL COUNTY has **capacity under the CERA to accommodate the total weight of products estimated to be collected at CITY OF WILMINGTON’s recurring monthly collection events in 2020 and every year thereafter that the County enrolls in the Illinois EPA program;** and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILMINGTON AND
THE COUNTY OF WILL, ILLINOIS

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the text of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

INSURANCE means the following:	Types of Insurance	Limits	
	General Liability	Each Occurrence	\$1,000,000
	Commercial Liability	Damage to rented premises	\$50,000 per occurrence
	Per Occurrence	Medical Expenses	\$5,000 any one person
		Personal Injury	\$1,000,000
		General Aggregate	\$2,000,000
		Products – Comp/OP	\$2,000,000
		Professional	\$1,000,000

RESIDENTIAL ELECTRONICS means electronic devices that are generated from Will County households primarily and excludes electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in Exhibit 1. The list of acceptable Residential Electronics shall not be modified without prior written notice from the COUNTY.

SECTION 3. COUNTY Responsibilities:

- A. Opt into the Illinois EPA residential electronics program for the recycling of all residential CEDs
- B. Maintain an Agreement with a Contractor to collect all CEDs and non-CEDs, process, and package all CEDs as required by the Illinois EPA’s Clearinghouse Contractor and refurbish and recycle all residential non-CEDs electronics.
- C. Provide for the pickup of the residential electronics via the contractor.
- D. Pay all costs due to the Contractors for transporting, processing, refurbishing, recycling and disposal of any residue related to the collection of residential electronics and traditional recyclables including fines for inappropriate sorting of electronics, improper packing of the semi-trailer and underweight loads.
- D. Report to the CITY on the volume of residential electronics collected through the CITY as reported by the Contractor.
- E. Report to the IEPA on the volume of residential electronics collected as reported by the Contractor to the County.
- F. Provide two part-time employees to work at the residential electronics collection area of the Drop-Off to check driver’s licenses to ensure those using the site are from Will County communities. These two personnel will also sort electronics as directed by the Contractor and shrink-wrap items as directed by the Contractor. They will not drive CITY fork equipment.
- G. Acquire and maintain Insurance for the Host Site throughout the term of this agreement.
- H. Indemnify, and hold harmless the CITY, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys’ fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the COUNTY’s

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILMINGTON AND
THE COUNTY OF WILL, ILLINOIS

employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the COUNTY. The COUNTY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The COUNTY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. CITY Responsibilities:

- A. Operate and maintain a site suitable for short-term collection of residential electronic items from Will County residents.
- B. The site shall have an operational surveillance camera capable of recording and storing images for two weeks.
- C. The site shall have lighting suitable for reading driver's licenses in evening hours.
- D. The site shall have enough open parking spaces to accommodate up to three 26 ft long trucks and a queue line long enough to hold 20 automobiles off the adjacent street.
- E. The COUNTY and CITY shall coordinate hours of operation. The CITY shall provide the COUNTY sixty (60) days notice if a change in hours or staffing must be addressed.
- F. The CITY shall advertise on their website, in their newsletter, and on electronic or other types of signs the dates and hours the Electronic Recycling Drop-Off is open. The County partnership shall be noted in advertising where possible.
- G. Indemnify, and hold harmless the COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the CITY employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the CITY. The CITY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The CITY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The CITY in no way takes or claims ownership or accepts liability for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.
- H. Post a sign that states "No Dumping. Violators will be Prosecuted" and cite the local ordinance reference.
- I. If the CITY experiences illegal dumping, take steps to prosecute the offenders.
- J. Have one person from the CITY staff be present on the site from 4:30pm until 5:00pm to ensure the contractor sets up on time. The CITY staff person shall be responsible for turning away vehicles if the COUNTY contractor fails to arrive or if the COUNTY contractor must close for severe weather conditions at each event date.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILMINGTON AND
THE COUNTY OF WILL, ILLINOIS

K. The CITY staff person shall be responsible for turning away vehicles if the COUNTY contractor fails to arrive or if the COUNTY contractor must close for severe weather conditions at each event date.

SECTION 5. Payment to the CITY. The COUNTY shall provide up to, but no more than, \$200 reimbursement annually to the unit of local government party to this agreement for electronics recycling. This annual payment shall be made upon receipt of an invoice from the CITY to the COUNTY documenting personnel time and expenses for the full amount to be paid. The COUNTY shall reimburse items such as site improvements, surveillance equipment, signage, labor related to opening or supervising the drop-off.

SECTION 6. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until terminated by either party. Termination shall require sixty (60) days written notice by either party without cause.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the COUNTY:

Dean Olson, Resource Recovery & Energy Director (Alternate: Marta Keane, Recycling Specialist)
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Phone: (815) 727-8834
Fax Number (815) 722-3410
E-Mail: mkeane@willcountygreen.com

If to the CITY:

Joie Ziller, City Manager
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481
Phone: 815-476-2173
E-mail: JZiller@wilmington-il.com

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILMINGTON AND
THE COUNTY OF WILL, ILLINOIS

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

CITY OF WILMINGTON

By _____
County Executive Lawrence M. Walsh
Attest:

By _____
Mayor Roy Stong

By _____
County Clerk **Lauren Staley Ferry**

By _____
City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILMINGTON AND
THE COUNTY OF WILL, ILLINOIS

EXHIBIT 1.

Electronic Equipment Accepted	
Televisions (Wood Console)	Calculators / Adding machines
Televisions (CRT glass)	Postage machines
Televisions (Flat Screen)	Paper Shredders
Monitors (CRT glass)	Answering machines
Monitors (Flat Screen)	Telephones
Computers (laptop, CPU, tablet, etc)	Cordless telephones
Hard Drives / Modems / Servers	Clothing Iron
Electronic Keyboards	Pagers
Electronic Mice	CB's/Two -way radios
CD ROM/Zip/Tape drives	String Holiday Lights
Palm organizers/Hand held games	Microwaves
Printers (laser, ink jet)	Blenders (no glass)
Scanners	Coffeemakers (no glass)
Copy machines	Bread Maker / Fryer
Fax machines	Toasters
Cords & cables (power, USB, etc.)	Fans / Space Heaters
UPS Battery Backups	Vacuums / Carpet Sweeper
Digital Converter Boxes	Food Sealing Equipment
Cable/Satellite Receivers	Electric Knives
VCR, DVD, Laser disc players	Waffle Irons
Video game players	Power & Regular Tools
Joysticks/Game controls	Sewing Machines
Digital Converter Boxes	Humidifiers/Vaporizers
Satellite Receivers	Electric razors / shavers
Cell phones	Scale
Digital radio / CD players	Curling Irons / Hair Dryers
Non-Digital Stereo Systems	Electric tooth brushes
Speakers	Radio controlled toys
Cameras (film)	Typewriters/Word processors
Cameras (magnetic tape)	Electric toy trains
Cameras (digital)	Videos / CDs / DVDs

Items in yellow boxes are banned from the garbage in Illinois as of 1/1/2012

NO Smoke Detectors
NO Dehumidifiers
NO Appliances